actually rendered. *Walla Walla* v. *Walla Walla Water Co.*, 172 U. S. 1; *South Bend* v. *Reynolds*, 155 Ind. 70. A few courts, however, adopt the rigid rule that the sum total of all the installments is "indebtedness," regardless of the object of the expenditure. *Chicago* v. *McDonald*, 176 Ill. 404. Such a rule places a municipality which has already exceeded the debt limit in an extremely embarrassing position by forcing it to do a cash business. On the other hand, a few courts have gone to the opposite extreme and decline to call any future installments "indebtedness" so long as they can be met by current revenues. *Giles* v. *Dennison*, 15 Okla. 55. This construction throws a heavy burden upon present taxpayers. The California court, in rendering the present decision, declared itself in favor of the first of the above views, and decided that the expenditures of the principal case were unconstitutional since they were intended to pay for permanent improvements rather than for current services. But the opportunity of acquiring a park would seem to warrant a contrary result if one could possibly be reached on logical principles. The case has an unusual aspect by reason of the fact that the city would have been under no direct personal obligation to spend the $5,000 annually. The only effect of default would have been reversion of the property. The condition subsequent would have had an effect similar to that of a mortgage on land without personal assumption of the mortgage debt, and this analogy might well have been applied to save the case. It is true that if a city mortgages its land, or if it buys property already subject to a mortgage, the mortgage is "indebtedness," even though there has been no personal assumption of liability. *Mayor of Baltimore* v. *Gill*, 31 Md. 375; *Waterworks* v. *Trebilcock, Mayor of Ironwood*, 99 Mich. 454. But a few courts have held that if a city purchases property, giving back a purchase money mortgage and stipulating that there shall be no corporate liability, there has been no indebtedness created within the constitutional prohibition. *Burnham* v. *Milwaukee*, 98 Wis. 128; *Swanson* v. *Ottumwa*, 118 Iowa 161. These cases rely upon the non-assumption of corporate liability combined with the fact that there is no chance of the city being forced to pay the debt to save property which it had previously held free from incumbrance. The situation which they present is similar to that in the principal case, and if their doctrine could have been applied to it the result would have been a salutary one.

NEGLIGENCE—IMPUTABLE—JOINT ENTERPRISE—HUSBAND AND WIFE.—Plaintiff was riding in an automobile driven by her husband when she was thrown from the car owing to a defect in the highway. Plaintiff and her husband were moving to another city, where they intended to reside, and at the time of the accident the plaintiff was in the rear seat of the car. *Held*, that the husband's contributory negligence was not imputable to the wife, because they were not engaged in a joint enterprise. *Brubaker* v. *Iowa County* (Wis., 1921), 183 N. W. 690.

In speaking of joint enterprise, the court says, "doubtless there may be such special facts showing agency or such joint financial interest in the undertaking as to make the negligence of the husband imputable to the wife,

and to defeat a recovery on her part. But no such facts are found in this case, and there is certainly no presumption that any such relation existed. It was merely the ordinary social and domestic relationship involved when husband and wife are travelling together. * * * from the mere marital relationship the contributory negligence of the husband is not to be imputed to the wife." This case seems to be in line with the majority of recent cases involving the question, and it is believed presents the best view on reason and principle. *Gaffney* v. *City of Dixon,* 157 Ill. App. 589; *Southern Ry. Co.* v. *King,* 128 Ga. 383; *Louisville Ry. Co.* v. *McCarthy,* 129 Ky. 814 (followed in *City of Louisville* v. *Zoeller,* 155 Ky. 192); *Knoxville Ry. & Light Co.* v. *Vangilder,* 132 Tenn. 487; *Senft* v. *West. Md. Ry. Co.,* 246 Pa. 446. In none of these cases, however, does the question of joint enterprise seem to have been raised. But in the case of *Fisher* v. *Ellston,* 174 Ia. 364, the court discusses that proposition at some length, in holding that the marital relation is not sufficient to make the travelling a joint enterprise, and that the husband's contributory negligence could not be imputed to the wife. The problem raised in the principal case is discussed in a note in 33 HARV. L. R. 313. On question of joint enterprise in general, see notes in 5 IA. L. B. 121 and 27 YALE L. J. 565. It cannot be denied that there is some authority holding a contrary doctrine to the principal case. See an excellent review of the cases in note in 8 L. R. A. (n. s.) 656. But this case would seem to present a sounder view and one more in accord with reason and justice.

PUBLIC UTILITIES—CONSTITUTIONALITY OF ACT REGULATING RATES OF PRIVATE COMPANIES BUT NOT OF COMPETING MUNICIPALLY OWNED PLANTS.—Bill in equity by a private gas and electric company to restrain the city from producing and selling electricity to private users without first filing a schedule of rates as required by law of private companies. *Held,* affirming 292 Ill. 236, that plaintiff was not denied equal protection of the law by a statute making the rates of privately owned, but not of municipally owned, utilities subject to the approval of the commission. *Springfield Gas and Electric Co.* v. *Springfield* (U. S., 1921), Adv. O. 38.

In a very concise opinion, without the citation of a case, Mr. Justice Holmes upholds as reasonable the classification in the Illinois Municipal Ownership Act and Public Utilities Act of the public utilities as privately owned and municipally owned. One is organized for private ends, for profit; the other for public ends, for the public welfare. It has never been doubted that the constitutional guarantee of equal protection of the law permitted a classification of persons subject to act of legislature; the only serious disputes have been over whether a given classification was reasonable, and therefore lawful. If reasonable, a classification is not unlawful because the act does not apply to all in the same class or line of business. *German Alliance Ins. Co.* v. *Lewis,* 233 U. S. 389; *Ex parte Girard* (Calif., 1921), 200 Pac. 593. The fear of ruinous competition was the animus of the attack in the instant case. In a proper case a competitor may invoke the aid of a court to entirely restrain the rival business. *Brooklyn City R. Co.* v. *Whalen,* 182 N. Y. S. 283, affirmed 229 N. Y. 570; *Memphis St. Ry. Co.* v. *Rapid Transit Co.,* 133